

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

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Education and Public Works Department

Notification

No. 12-45-73 FCS(EDN)

Shri Vaman Vishnu Kelekar a candidate recommended by Union Public Service Commission is hereby temporary appointed to the post of Workshop Superintendent in the College of Engineering, Goa with effect from the date of taking charge in the scale of Rs. 700-40-1100-50/2-1250, plus the usual allowances admissible from time to time.

2. His initial pay shall be fixed on minimum pay of scale.

3. The appointment is temporary and subject to the conditions specified in this Office Memorandum of even number dated 27-8-1974 and rules and regulations laid down by Govt. from time to time.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. Rajasekhar, Under Secretary (Planning).

Panaji, 28th October, 1974.

Rural Development Department

Office of the Registrar Cooperative Societies

No. PRD-(c)-86/Goa/LQD/74

Read: (1) Letter No. DC-54/4166 dated 1-8-74 from the Director of Animal Husbandry and Veterinary Services, Panaji, informing that the members of Vijaya Sahakari Dudh Vya. Sanstha Ltd., Golali-Sattari are not taking any interest in proper management of animals and also in repayment of Govt. loan.

(2) Audit report for the year 71-72 of the society.

(3) This Office interim order No. PRD-(c)-86/Goa/LQD/Notice/74 dated 16-8-74 calling upon the society to submit its explanation if any, as to why the society should not be wound up.

Order

In virtue of the powers vested in me under section 102(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the aforesaid society was called upon to show cause as to why it should not be taken into liquidation. However, the society failed to reply to the aforesaid notice. I am satisfied that there is no objection to its being taken into liquidation. Therefore, I, M. N. Bhartiya, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby confirm the order mentioned at Sr. No. 3 above as per the Maharashtra Coop. Societies Act,

1960 as applied to the Union Territory of Goa, Daman and Diu.

Further, in virtue of the powers vested in me under section 103(1) of the aforesaid Act, read with Rule 86 of the Coop. Societies Rules, 1962, I hereby appoint Shri D. M. Pathan, Sr. Auditor Coop. Societies, Sattari as liquidator of the said society.

M. N. Bhartiya, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 3rd October, 1974.

No. FMG(a)-4/Cancel-Sty/74

Read: 1) This office Order No. FMG(a)-4/Goa/LQD/70 dated 24-2-1971 taking the Shri Siddha Coop. Collective Farming Society Ltd., Tambose-Pernem into liquidation and appointing Shri P. M. Borkar, Extension Officer (Coop), Pernem as Liquidator.

2) Letter No. CDB/Coop/Siddha/70-72 dated 17-7-1972 from the Liquidator, Shri Siddha Coop. Collective Farming Society Ltd., submitting therewith the final report of the society in terms of Section 109(2) of the Maharashtra Coop. Societies Act 1960 as applied to the Union Territory of Goa, Daman and Diu.

Order

In virtue of the powers vested in me under provisions of Section 109(1) and Section 21 of the Maharashtra Coop. Societies 1960 as applied to the Union Territory of Goa, Daman and Diu, I, M. N. Bhartiya, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu, hereby terminate the liquidation proceedings and cancel the registration bearing No. FMG(a)-4/Goa dated 17-2-1968 of Shri Siddha Coop. Collective Farming Society Ltd., Tambose-Pernem, with effect from the date of issue of this Order and further direct the liquidator to send all the records of the society alongwith their list to this office immediately as required under sub-rule (2) of Rule 89 of the Cooperative Societies Rules 1962.

M. N. Bhartiya, Asstt. Registrar of Coop. Societies, Goa, Daman and Diu.

Panaji, 8th October, 1974.

Industries and Power Department

Order

No. 2-112-73-IPD

Whereas the Government of Goa, Daman and Diu is of the opinion that in view of the reduction in the availability of power from Karnataka State Electricity Board, it is necessary and expedient to provide for regulating the supply, distribution and consumption of electrical energy for securing its equitable distribution in the Union Territory of Goa, Daman and Diu.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 22 B of the Indian Electricity Act, 1910 (9 of 1910), the Government of Goa, Daman and Diu hereby makes the following order namely:—

Notwithstanding any contract, agreement or requisition, the following power cut shall be applicable to the consumers residing within the District of Goa, namely:—

- (i) there shall be 10% power cut on normal monthly consumption above 100 units in respect of all domestic and commercial (excluding Cinema) consumers;
- (ii) there shall be 10% power cut on normal consumption of Cinema, Sugar Factory, L. T. Industrial consumers, Oxygen plant producing oxygen for defence or industrial units, Goa Engineering College, Govt. Polytechnic and Industrial Training Institute;
- (iii) there shall be 20% power cut on normal consumption on all street lights; and
- (iv) there shall be 30% power cut on normal consumption of all other H. T. Consumers,

provided that the above restriction shall not be applicable to the following consumers:—

- (1) Irrigation Pump sets (H. T. and L. T.);
- (2) Water supply and Sewage installations (H. T. and L. T.);
- (3) All India Radio and wireless stations;
- (4) Hospitals and Nursing Homes;
- (5) Telegraphic offices and Telephones Exchanges;
- (6) Aerodromes and Observatories;
- (7) Teleprinters, News papers and printing presses;
- (8) Crematoria;
- (9) Cold Storage plants;
- (10) Insecticides and pesticides plant;
- (11) Construction and Operation of Irrigation, power and Harbour projects;
- (12) Goa Flour Mills;
- (13) Oxygen plant producing oxygen for Hospitals; and
- (14) M.E.S., Railways and defence installations,

provided, further, that the above restrictions shall not apply to the consumers using power drawn from Maharashtra State Electricity Board.

2. For the enforcement of the above restrictions the Chief Electrical Engineer, Govt. of Goa, Daman and Diu is hereby authorised to resort to load shedding, if and when considered necessary.

3. Where a consumer is availing H. T. power supply at number of points, quota of one installation would be allowed to be adjusted against another installation only with the specific and prior approval of the Chief Electrical Engineer.

4. This order supersedes all previous orders issued in this behalf and shall come into force with immediate effect. It shall remain in force until further orders.

Any consumer found violating the power restriction herein above ordered shall be liable for disconnection besides being charged at double the normal rates for excess consumption.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 1st November, 1974.

Notification

No. 5-73-73-IPD/M&C/4/58

Whereas the mining lease granted to M/s. Marzook and Cadar Pvt. Ltd. under title of concession No. 4 dated 13-1-1958 for iron ore over an area of 100.000 Ha. situated at Sonal of Satari Taluka was determined under Government Notification No. 5-73-72-IPD-M&C-4/58 dated 17-2-1973 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rule, 1960.

And whereas the said M/s. Marzook and Cadar Pvt. Ltd. filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(244)/73-

-Goa, dated 9-7-1974 allowing the revision application of M/s. Marzook and Cadar Pvt. Ltd., have set aside the order of this Government dated 17-2-1973.

Now, therefore, after careful reconsideration of the case in respect of the title of concession No. 4 dated 13-1-1958 the Lt. Governor of Goa, Daman and Diu, hereby condones the breach of the provisions of the Mineral Concession Rules, 1960 committed by M/s. Marzook and Cadar Pvt. Ltd. and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification No. 5-73-72-IPD-M&C-4/58 dated 17-2-1973 with immediate effect.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 23rd October, 1974.

Notification

No. 5-73-72-IPD/MNL

Whereas the mining lease granted to M/s. Mineira Nacional Ltd. under title of concession No. 5, dated 11-7-1963 for iron and manganese ores over an area of 66.3050 Ha. situated at Curdi of Sanguem Taluka, was determined under Government Notification No. 5-73-72-IPD/MNL dated 27-11-1972 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas the said M/s. Mineira Nacional Ltd. filed a revision application to the Government of India against the said order of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(76)/73 dated 16-7-1974 allowing the revision application of M/s. Mineira Nacional Ltd. have set aside the order of this Government dated 27-11-1972.

Now, therefore, after careful re-consideration of the case in respect of the title of concession No. 5, dated 11-7-1963, the Lt. Governor of Goa, Daman and Diu hereby condones the breach of the provisions of the Mineral Concession Rule, 1960 committed by M/s. Mineira Nacional Ltd. and hereby in exercise of the powers under section 21 of the General Clauses Act, 1897 cancels the Government Notification No. 5-73-72-IPD/MNL dated 27-11-1972 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 29th October, 1974.

Notification

No. 5-73-72-IPD/RSB

Whereas the mining lease granted to Shri Roque Santana Barneto under title of concession No. 25 dated 21-3-1952 for iron and manganese ores over an area of 49.1200 Ha. situated at Rivona of Sanguem Taluka, was determined under Government Notification No. 5-73-72-IPD/RSB dated 9-12-1972 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And, whereas, the said Shri Roque Santana Barneto filed a revision application to the Government of India against the said order of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi under their letter No. MV-1(161)/73 dated 31-7-1974 allowing the revision application of Shri Barneto have set aside the order of this Government dated 9-12-1972.

Now, therefore, after careful reconsideration of the case in respect of the title of concession No. 25 dated 21-3-1952 the Lt. Governor of Goa, Daman and Diu hereby condones the breach of the provisions of the Mineral Concession Rule,

1960 committed by Shri Roque Santana Barneto and hereby in exercise of the powers under section 21 of the Central Clauses Act 1897 cancels the Government Notification No. 5-73-72-IPD/RSE dated 9-12-1972 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 29th October, 1974.

Notification

No. 5-54-72-IPD/DBC

Whereas Shri Damodar Rama Crisna Camotim from Cortalim had been granted a title of concession No. 6 dated 9-5-1959 for iron ore over an area of 86.5820 Ha. situated at Usgao village of Bicholim Taluka.

And whereas the said Shri Damodar Ramacrisna Camotim vide application dated 13-9-1973 had applied for the surrender of the said mining lease giving a notice in writing of 12 calendar months to the Director of Industries and Mines, Panaji.

Now, therefore, in exercise of the powers conferred by Rule 29 of the Mineral Concession Rules, 1960, the Lt. Governor of Goa, Daman and Diu hereby permits Shri Damodar Ramacrisna Camotim to surrender the said area under the above mining lease from 16-9-1974.

And further directs that Shri Damodar Ramacrisna Camotim shall be liable to pay the dues of dead rent, etc. upto the date of surrender of the lease and when the decision to this effect is taken by the Government.

And in exercise of the power conferred by rule 58 of the Mineral Concession Rules, 1960 it is hereby notified to general information that the area shown in column 1 of the schedule below is available for grant of mining lease in respect of the mineral shown in column 2.

Interested persons may apply for the grant of mining lease to the Directorate of Industries and Mines, Panaji, after the expiry of 30 days from the date of publication of the notification.

The sketches of the area shown in the schedule may be inspected at Mines Department, Directorate of Industries and Mines, Panaji after the expiry of 30 days from the date of publication of the notification.

The Sketches of the area shown in the schedule may be inspected at Mines Department, Directorate of Industries and Mines, Panaji on all working days during office hours.

SCHEDULE

Area available for grant of mining lease	Mineral	Village in which the area is located	Taluka	District	Boundaries
86.5820 Ha.	Iron	Usgaon	Bicholim	Goa	North: Mining lease of Shri M. M. P. de Souza granted under T.C. No. 7 of 21-3-56. South: Without any special name. East: — do — West: River.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 30th October, 1974.

Notification

No. 5-73-72-IPD/XUC

Whereas the mining lease granted to Shri Shaikh Kadar Shaikh Usman under title of concession No. 120, dated 2-11-1953 for iron and manganese ores over an area of 38.0400 Ha. situated at Vichudrem of Sanguem Taluka was determined under Government Notification No. 5-73-72-IPD/XUC dated 27-11-1972 for breach of the provisions of clause (f) of sub rules (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas the said Shri Shaikh Kadar Shaikh Usman filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(75)/73-Goa dated 16-7-1974 allowing the revision application of Shri Shaikh Kadar Shaikh Usman, have set aside the order of this Government dated 27-11-1972.

Now, therefore, after careful reconsideration of the case in respect of the title of concession No. 120, dated 2-11-1953 the Lt. Governor of Goa, Daman and Diu, hereby condones the breach of the provisions of the Mineral Concession Rule, 1960 committed by Shri Shaikh Kadar Shaikh Usman and hereby in exercise of the powers under section 21 of the General Clauses Act 1897 cancels the Government Notification No. 5-73-72-IPD/XUC dated 27-11-1972 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 30th October, 1974.

Notification

No. 5-73-72-IPD/MNL(II)

Whereas the mining lease granted to M/s. Mineira Nacional Ltd. under title of concession No. 4, dated 11-7-1963 for Ferro Manganese Ores over an area 57.2990 Ha. situated at Curdi of Sanguem Taluka was determined under Government Notification No. 5-73-72-IPD/MNL(ii) dated 28-11-1972 for breach of the provisions of clause (f) of sub-rule (1) of Rule 27 of the Mineral Concession Rules, 1960.

And whereas the said M/s. Mineira Nacional Ltd., filed a revision application to the Government of India against the said orders of the Government.

And whereas the Government of India, Ministry of Steel and Mines, New Delhi, under their letter No. MV-1(44)/73 dated 11-7-1974 allowing the revision application of M/s. Mineira Nacional Ltd. have set aside the order of this Government dated 28-11-1972.

Now, therefore, after careful reconsideration of the case in respect of the title of concession No. 4, dated 11-7-1963 the Lt. Governor of Goa, Daman and Diu, hereby condones the breach of the provisions of the Mineral Concession Rule, 1960 committed by M/s. Mineira Nacional Ltd., and hereby in exercise of the powers under section 21 of the General Clauses Act 1897 cancels the Government Notification No. 5-73-72-IPD/MNL(ii) dated 28-11-1972 with immediate effect.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 30th October, 1974.

Corrigendum

No. 5-73-72-IPD/ANM

Read: Government Notification No. 5-73-72-IPD/ANM dated 14-10-1974.

For the words «Curpem of Sanguem» appearing in the third line of Government Notification referred to above the words «Banastarim of Ponda» may be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 23rd October, 1974.

Labour and Information Department

Order

No. CLE/1/ID(49)/73/74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao, Goa, and the workman employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 15th October, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 30 of 1973

Adjudication

Between

M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao, Goa.
And
Their workmen.

In the matter of reinstatement of Shri Antonio Colaco, etc.

Appearances:

No appearance for the Company.

Mr. George Vaz, General Secretary, Goa Trade and Commercial Workers' Union, for the employees.

AWARD

27-4-1974

This is a reference under section 10(1) (d) read with Section 12(5) of the Industrial Disputes Act, 1947, relating to dispute between M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao, (hereinafter referred to as the Company) and the workmen employed by that company. The dispute referred to in this case is thus worded:

«Whether the Management of M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao was justified in interpreting the letter dated 5-2-72 from the workman Shri Antonio Colaco as resignation letter and in relieving the workman from his duties with effect from 1-3-72?

If not, to what relief the concerned workman is entitled?»

2. The statement of claim refers to the correspondence between the management of the company and the employee concerned — Antonio Colaco (hereinafter referred to as Colaco) since January, 1972. By its letter dated 1-3-1972 the company informed Colaco that his resignation contained in his letter dated 5-2-1972 was accepted, and he was asked to hand over charge. In reply to this letter, Colaco wrote as follows:

«I have never tendered any resignation of my services, as such question of handing over charge to Mr. Ambe does not arise.

I still reiterate my point that if at all you think that I should not be in your service any longer then please give me all my dues such as compensation, gratuity, leave encashment, bonus arrears, notice pay of three months, etc. and let me go».

Admittedly Colaco was not allowed to attend duties since 1-3-1972. Since the company refused to allow Colaco to attend duties, he approached Goa Trade and Commercial Workers' Union (hereinafter referred to as the Union). The Union by its letter dated 14-3-1972 informed the company that its action amounted to termination of Colaco's services, and the same was illegal. Since the company did not respond, Colaco by his letter dated 27-3-1972 approached the Labour Commissioner. Conciliation proceedings followed. On submission of the failure report dated 6-4-1973, the State Government has made the present reference on 14-5-1973.

3. By its written statement the company contends that Colaco submitted his resignation vide his letter dated 5-2-1972, and the company was lenient towards Colaco in accepting his resignation instead of taking action against him for his misconduct. In substance, the company contends that since Colaco has voluntarily resigned, this is not a case of termination of services much less this is a case of illegal termination of services.

4. In view of the allegations in the statement of claim and the written statement, the first question that was argued before the Tribunal was whether Colaco submitted resignation which the company accepted. The parties agreed that the question should be decided on the correspondence. Accordingly after taking into account the correspondence and hearing the parties, I have by my order dated 15-12-1973 held that Colaco did not by his letter dated 5-2-1972 submit resignation, i.e. it does not amount to letter of resignation. By that order I further held that there were some statements in Colaco's letter dated 5-2-1972, which may have misled the company to treat it as a letter of resignation, and since misconduct was already alleged against Colaco, I thought it fair to allow the company an opportunity to justify its action, treating the company's letter dated 1-3-1972 as a letter of termination. The company was directed to serve chargesheet on Colaco, who was asked to offer his explanation. These directions are carried out by the parties. A copy of the above order shall be attached to this award as annexure 'A'. After the above mentioned order dated 15-12-1973 was passed, the company led evidence to justify its action on the basis that the letter dated 1-3-1972 terminated Colaco's services. Part of the evidence was recorded on 24-4-1974 and for want of time further hearing was adjourned to 26-4-1974. On 26-4-1974 the company applied for adjournment on the ground that its representative C. K. Kamath (hereinafter referred to as Kamath) was ill. I was not quite satisfied with the ground for adjournment, but in order to enable the company to make alternate arrangements, if Kamath was really ill, I adjourned the hearing till the next day, i.e. today. Even today none appeared on behalf of the company. The company has sent telegram stating that its representative — Kamath still continues to be ill. The union emphatically denies the allegation that Kamath is ill. In support of this submission two letters are produced and the Tribunal was requested to record the statement of Kishor Nadkarni in this respect. Accordingly Kishor Nadkarni's statement was recorded. Inasmuch as I am not satisfied that there is justifiable ground for adjournment and there are strong grounds to believe that the company is trying deliberately to protract the hearing, by a separate order I directed the further hearing of the reference to proceed in the absence of the company's representative. That order shall be attached as annexure 'B' to this award.

5. Copy of the chargesheet served on Colaco is Ex.C-2. The charges levelled against Colaco are:—

- (i) Misuse of Company's machinery and dishonesty in connection with employer's business or property.
- (ii) Wilful insubordination and indecent behaviour while on duty at the place of work.
- (iii) Refusal to accept Company's written communication by returning Company's letter dated 13th August, 1971 which called for his explanation for the unauthorised use of the Office Telex for his private purpose, thus aggravating the offence and further committing grave and unpardonable offence, viz. defiance and disrespect to the company.

- (iv) Threatening his co-worker and asking from him illegal gratification, quarrelling, assaulting and catching his neck.
- (v) Abusing his co-worker Mrs. B. Rodrigues during office hours using filthy language thereby humiliating and insulting her.

Colaco's explanation to this chargesheet is Ex. U-6. In this explanation Colaco admits the use of Telex under instructions of August Nazare, Stores Manager of the company. He denies the rest of the allegations in the chargesheet. With regard to the threatening letter addressed to Peter Pereira, his explanation is that it was never delivered to Peter Pereira, it was lying in his drawer, which was subsequently caught hold of by the management.

6. The company has led evidence to justify its action. The company has examined Chandrashekar Keshav Kamath. In his evidence he says that he is the Assistant Manager of S. Kantilal & Co. Pvt. Ltd. He holds power of attorney executed in his favour by M/s. Shantilal Khushaldas & Bros. Pvt. Ltd. He has, however, not produced the power of attorney to bear out his statement, although in his evidence he stated that he would produce it the next day. He states that the facts stated in the chargesheet-Ex. C-2 are correct. I shall deal with the allegations in the chargesheet one by one.

7. The first charge against Colaco is misuse of the company's Telex on 11-8-1971, although the charge in this respect is not happily worded. Colaco admits that he used the Telex, but according to him he did so under instructions of August Nazare—Stores Manager. The Union has examined August Nazare. In his evidence he says that he had instructed Colaco to receive the message of his (Nazare's) nephew from Bombay. He admits that he instructed Colaco to send the message as disclosed by Ex. C-3. He further admits that the message recorded in Ex. C-3 is as per his instructions. Nazare further says that he was never questioned by the management as to why he used the Telex for his personal purpose. In the cross examination he admits that he did not take management's permission to use the Telex for his personal purpose. His cross-examination further shows that even though he came to know that Colaco was required to submit explanation for the use of Telex, he (Nazare) did not take it seriously and did not approach the management to disclose that he had instructed Colaco to receive and transmit message. There is nothing in Nazare's cross-examination to indicate that he had any axe to grind against the management so that he would come and depose falsely in favour of Colaco. I see no reason to disbelieve Nazare when he says that Colaco used Telex under his instructions. I must further mention here that no evidence is led to show that there was specific prohibition for the use of Telex by an officer for his personal work. In view of Nazare's evidence, I do not think that the use of Telex by Colaco can be considered to be a misconduct, much less a serious misconduct.

8. The next allegation against Colaco is that when the Assistant Manager asked Colaco about the use of Telex, he gave rude reply, showing scant respect towards the Assistant Manager. In this respect the only evidence is that of Kamath. Colaco in his evidence denies that he was rude or that he showed scant respect towards the Assistant Manager. It is urged by the union that Kamath had no authority to ask for an explanation from Colaco, inasmuch as Colaco was an employee of the company, while Kamath was an office of a sister company, viz. S. Khantilal & Co. Pvt. Ltd., and he had no authority from the company. As observed above, Kamath did not produce the power of attorney although he said that he would produce it the next day, i.e. on 14-2-1974 as his evidence was recorded on 13-2-1974. Apart from this technical aspect of Kamath's authority, the question for consideration is whether Kamath's evidence in respect of this allegation can be taken at par. Rude attitude and scant respect are matters about which there is considerable possibility of a wrong impression. It is obvious that Kamath cannot be said to be a disinterested witness. There is considerable probability that because Colaco did not admit that he was in wrong in using the Telex, Kamath may have got wrong impression that he Colaco was rude showing scant respect to his superior. On Kamath's interested evidence, I am unable to hold that Colaco's rude behaviour and scant respect towards his superior is clearly established.

9. The next allegation against Colaco is refusal to accept company's letter dated 13-8-1971. In this respect Colaco's evidence is that the letter was delivered to him by a peon, he signed in the Peon Book and received the letter, but

when he opened the letter, he found that it was signed by Kamath, who according to Colaco had no authority to sign that letter, hence he returned it. On the evidence before me it is obvious that Kamath felt sorely offended because his authority to sign the letter dated 13-8-1971 was challenged by Colaco. As already observed, it is not established by the company that Kamath had authority to sign such a letter. If so, returning such a letter cannot be held to be misconduct. It may be pointed out that in his letter dated 24-8-1971—Ex. U-2 Colaco made it clear that the letter was not returned with the intention to show disrespect to the employers, but the person who signed that letter was, according to Colaco, doing several acts, which were unauthorised. This letter indicate that the object was to focus employers' attention on the unauthorised acts of the particular person i.e. Kamath.

10. The next allegation against Colaco is that he threatened co-worker Peter Pereira who is examined by the company. In his evidence he says that he received from Colaco the letter Ex. C-5. He further says that he lodged complaint against Colaco by letter dated 18-1-1972—Ex. C-4. According to Peter Pereira, he received the letter—Ex. C-5 from Colaco 2/3 months after he wrote Ex. C-4, which is dated 18-1-1972. The letter—Ex. C-5 which according to Peter Pereira was handed over to him by Colaco bears no date. Admittedly Colaco was not allowed to attend duties since 1-3-1972. Peter Pereira admits that he received the letter—Ex. C-5 2/3 months after he wrote Ex. C-4, which obviously means that he received it after 1st March 1972. This lends support to Colaco's version with regard to the letter Ex. C-5. According to Colaco the letter Ex. C-5 was lying in his drawer, it was never delivered by him to Peter Pereira. The union has led the evidence of Kishor Nadkarni, which is to the effect that Colaco's table drawer was opened sometime in July or August 1972 and the letter Ex. C-5 was found in that drawer which he handed over to the management. The question for consideration is whether Peter Pereira should be believed when he says that Colaco handed over to him the letter Ex. C-5 personally. In view of his above mentioned admission that the letter—Ex. C-5 was handed over to him 2/3 months after he wrote his letter of complaint—Ex. C-4, it is clear that his evidence that it was handed over to him by Colaco personally cannot be accepted.

11. Peter Pereira in his evidence says that the fight between him and Colaco referred to in Ex. C-4 took place on 31-12-1971. This so-called fight does not appear to be serious at all. If it was serious, Peter Pereira would not have waited to inform the management till 18-1-1972. This is further supported by Peter Pereira's statement that he first complained to Keni, the Manager, but he just threw away the complaint. It is also important to note that the management did not attach much importance to the complaint—Ex. C-4, as that complaint was not shown to Colaco soon after it was received and no explanation was asked. All that is established by the evidence before me is that Peter Pereira made some sort of complaint by his letter—Ex. C-4. I do not think that this complaint by Peter Pereira can be taken very seriously. In fact, the management would have sought for an immediate explanation if it was really serious. It is suggested on behalf of the union that Vinodkumar instigated the complaints by Peter Pereira and Mrs. Rodrigues. This suggestion may not be correct, Peter Pereira's complaint, however, does not conclusively establish that there was any misconduct on the part of Colaco.

12. The next allegation against Colaco is that he abused Mrs. Rodrigues during office hours, using filthy language and thereby humiliated and insulted her. In this respect the company has examined Mrs. Barta Rodrigues. In her evidence she says that she lodged complaint by the letter dated 22-10-1971—Ex. C-6, and the contents of that letter are correct. Here again, the management of the company does not appear to have taken a serious view of this complaint. If the contents of the letter—Ex. C-6 were correct, there is no doubt that those allegations deserved immediate attention by the management. Had the management considered the contents of the letter to be correct, they would have immediately called Colaco and demanded explanation, bringing Mrs. Rodrigues face to face. No action was, however, taken against Colaco by the management. It is, therefore, difficult to hold that the allegations in the letter of complaint—Ex. C-6 are established. Mrs. Rodrigues in her evidence says that since she desired her complaint to be considered by the Managing Director himself, she reduced it to writing. There is no evidence to show that the Managing Director took a serious view of the complaint. In view of all this, I hold that the company has not established that Colaco abused Mrs. Ro-

drigues, using filthy language, the company has failed to establish that the contents of Ex. C-6 are correct.

13. These are all the allegations levelled against Colaco. In my opinion, nothing is established against Colaco which can properly be termed as misconduct deserving termination of services.

14. By my order dated 15-12-1973, I have held that Colaco's letter dated 5-3-1972 is not a letter of resignation. For reasons indicated above, I am unable to hold that the company can be said to be justified in terminating the services of Colaco on the alleged misconduct. The company was, therefore, not justified in not allowing Colaco to resume duty from 1-3-1972 onwards.

15. As the result of the finding recorded above, Antonio Colaco will be entitled to reinstatement. Accordingly I direct the company—Shantilal Khushaldas Bros. Pvt. Ltd., to reinstate Antonio Colaco immediately, but in no case later than one week from the date this award becomes enforceable.

16. With regard to back wages, Colaco in his evidence admits that he worked with M/s. Deccan Tyres from 12-6-1972 to 24-8-1972 on monthly salary of Rs. 225/-. He has further stated that he tried to secure other employment, but he could not. The company has not established that Colaco was employed by any other concern after 1-3-1972. Antonio Colaco will, therefore, be entitled to back wages from 1-3-1972 till reinstatement, less the amount he received from M/s. Deccan Tyres during the period mentioned above. I have directed the company to pay Rs. 50/- as costs for adjournment. That order stands. Award accordingly.

Sd/-

M. G. CHITALE
Industrial Tribunal

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

ANNEXURE 'A'

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 30 of 1973

Between

M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao.
And
Their workmen.

In the matter of interpretation of letter of Shri Antonio Colaco, dated 5-2-1972.

Appearances:

Shri George Vaz, General Secretary, Goa Trade and Commerce Workers' Union for the workman.
No appearance on behalf of the company.

ORDER

15-12-1973

This is a reference under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947. The demand in this reference reads thus:

«Whether the Management of M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao, was justified in interpreting the letter dated 5-2-72 from the workman Shri Antonio Colaco as resignation letter and in relieving the workman from his duties with effect from 1-3-72?

If not, to what relief the concerned workman is entitled?»

2. The relevant facts are:—It appears that the employers made certain allegations against Antonio Colaco—the employee concerned, correspondence in this respect went on between the employers and the said employee. It appears that Antonio Colaco was fed up with the allegations made against him, and he wrote the letter dated 5-2-1972 alleging

inter alia that the harassment caused by the employers to him only indicated that he was unwanted by the employers. In the last paragraph of the above letter Antonio Colaco stated this:—

«I would like to inform you that under the circumstances, I am not interested in your enquiry fixed on 8th instant. I find it a great reward to the faithful and hard work done by me during all these 15 years. If at all you do not want me any more in your company please do not harass me but give me all my dues such as compensation, etc. and let me go. Please also see that my provident fund contribution, which you have deducted from my salary and not deposited with the Government from April 1970 onwards is deposited urgently for it is going to be loss to me».

On receipt of this letter the employers wrote the following letter to Mr. Antonio Colaco:—

«Mr. Antonio Colaco, Dt. 1st March 1972
Clerk,
H. O.

This has reference to your letter of 5th February 1972. We have decided to accept your resignation with immediate effect.

You are therefore advised to hand over your charge to Mr. Ambe, Asst. Manager.

For Shantilal Khushaldas & Bros.
Pvt. Ltd.

Sd/- R. S. Ambe
Director»

On receipt of this letter of the employers Antonio Colaco wrote the letter dated 2nd March 1972, material portion of which reads thus:

«I have never tendered any resignation of my services, as such question of handing over charge to Mr. Ambe does not arise.

I still reiterate my point that if at all you think that I should not be in your service then please give me all my dues such as compensation, gratuity, leave encashment, bonus arrears, notice pay of three months, etc. and let me go».

Since the employers refused to continue Antonio Colaco in employment this reference is made to this Tribunal.

3. On behalf of the employers it is urged that it is a clear case of resignation, not one of termination of service, hence there is no industrial dispute, and this reference is untenable. I am unable to accept this contention. It is true that in the last para of his letter dated 5-2-1972 Antonio Colaco stated «If at all you do not want me any more in your company, please do not harass me, but give me all my dues». On behalf of the employers it is urged by Mr. Ranade that the expression «And let me go» clearly indicates that it is a case of resignation. This contention is advanced ignoring the context of the expression relied upon, viz. And let me go. It is obvious that the portion of the letter dated 5-2-72 relied upon by the employers has to be read in context. The letter dated 5-2-1972 must be considered as a whole. I have carefully considered this letter, and the contents of this letter leave no doubt whatever that this is not a case of resignation. Resignation implies voluntary relinquishment of the employment. The contents of the letter dated 5-2-1972 leave no doubt whatever that Antonio Colaco was of the view—I am not expressing any opinion as to whether that view is right or wrong—that the employers were harassing him by making irresponsible allegations against him; inquiry was proposed to be held against him that annoyed him, and he wrote that letter. The contents of this letter clearly indicate that what Antonio Colaco did can in no sense be held to be voluntary relinquishment of employment. It is important to note that even in this letter he claims compensation. If he intended to resign, he could not claim compensation. Thus considering the contents of the letter dated 5-2-1972 as a whole, I hold that the letter does not amount to a resignation.

4. If the employers were as held above wrong in treating Antonio Colaco's letter dated 5-2-1972 as a letter of resignation,

and if they did not allow him to continue in employment, it would be a case of termination of the services. Antonio Colaco's own letter dated 5-2-1972 and the employers' letter dated 1-3-1972, however, make it clear that the employers did nothing to hold inquiry against Antonio Colaco; it appears that because of certain statements in that letter dated 5-2-1972 the employers did not hold the inquiry. The employers would, therefore, be entitled to lead evidence before this Tribunal and justify their action, viz. not allowing Antonio Colaco to continue in service, which amounts to termination of his services. I, therefore, direct the employers to frame a specific charge-sheet, giving necessary particulars, against Antonio Colaco and lead evidence to substantiate the allegations in that charge sheet. A copy of the charge-sheet shall be sent by registered post to the Tribunal's Bombay office on or before 21st January 1974. Original charge-sheet shall be served on Antonio Colaco before 21-1-1974. Copy to be served on the union before that date. Antonio Colaco shall submit his explanation to the charge-sheet to the employers on or before 5th February 1973. Copy of that explanation shall be submitted to the Tribunal on 13-2-1974. Adjourned to 13th February 1974 for recording evidence. Evidence on either side should be kept ready. Recording of evidence shall be followed by arguments.

5. I must mention here that today when I passed this order, Mr. Ranade for the employers is not present. Yesterday I heard Mr. Ranade on the question whether Antonio Colaco's letter dated 5-2-1972 amounts to a letter of resignation. After hearing him on that point, reference was adjourned till to-day to ascertain whether the employers would agree to have inquiry held by a disinterested person on whose findings the Tribunal would pass final orders. I have passed the above order since to-day none has appeared on behalf of the employers.

Sd/-

M. G. CHITALE
Industrial Tribunal

ANNEXURE 'B'

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (It-GDD) No. 30 of 1973.

Between

M/s. Shantilal Khushaldas & Bros. Pvt. Ltd., Margao, Goa.

And

Their workmen.

In the matter of reinstatement of Shri Antonio Colaco, etc.

Appearances:

No appearance for the Company.

Mr. George Vaz, General Secretary, Goa Trade and Commercial Workers' Union, for the employees.

ORDER

27-4-1974

Mr. Vaz for the Union produced today two letters to show that Mr. C. K. Kamath—the employers' representative attended office yesterday, and—according to Mr. Vaz—it is obvious that the pretext of illness of Mr. Kamath put forth yesterday for adjournment was untrue. Mr. Vaz requested the Tribunal to record the statement of Kishor Nadkarni, who visited the employers' office last evening. Accordingly I recorded the statement of Kishor Nadkarni. Considering the statement made by Kishor Nadkarni and the two letters, it is clear that the ground for adjournment put forth yesterday was not correct. Mr. S. D. Ranade, Labour Officer, represented the employers yesterday. By the order passed yesterday, it was made clear that the hearing of the reference will go on today. It is 11.30 a.m. now, even today at this time none on behalf of the employers has turned up, nor any application for adjournment is received so far. From the proceedings in this reference and from what has happened since yesterday, it appears to me that the employers are deliberately trying to protract

the proceedings. I, therefore, proceed to hear the reference in the absence of the employers.

Sd/-

M. G. CHITALE
Industrial Tribunal

P. Noronha, Under Secretary, Industries & Labour.

Order

No. CLE/1/ID(53)/69/IT-13/72-74

The following Award given by the Industrial Tribunal, Goa, Daman and Diu, on an Industrial Dispute between the Management of M/s. O Heraldo, Panaji, Goa, and the workmen employed by them, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 15th October, 1974.

Before Shri M. G. Chitale, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 8 of 1973

Adjudication

Between

M/s. O Heraldo, Panaji
And
Their workmen

In the matter of termination of services of 5 workmen.
Appearances:

Shri Ramesh Desai, Labour Adviser, for the company.

Shri H. R. Bharne, Advocate, for the workmen.

AWARD

(31-7-1974)

This is a reference under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947, relating to the dispute between the management of M/s. O Heraldo and their workmen. The demand in the reference reads thus:—

«Whether the Management of M/s. O Heraldo, Panaji, is justified in terminating the services of their workers (1) Mr. Cipriano Almeida, (2) Mr. Domingos P. Gonçalves, (3) Mr. R. Nalk Arondekar, (4) Mr. Joao P. Fernandes and (5) Mr. Jose Elias Gregorio Viegas;

If not, what relief the concerned workmen are entitled to?»

2. This demand is resisted on various grounds. The employers contend that this reference is untenable inasmuch as there was no demand, hence no industrial dispute as on the date of the reference. They further contend that even if there was a demand for reinstatement, it was subsequently given up by claiming retrenchment compensation. They further contend that age of retirement was fixed at 58, the employees concerned know it very well, and after due notice the employees concerned in this reference were asked to retire, hence their present demand is not tenable.

3. The relevant facts are: This press was taken over by the present management on 5th July 1966. Before taking it over, the present management had asked the former employers to put up a notice informing the employees the service conditions on which the present management would accept the employees working under the old management. Notice dated 20th June 1966 was actually put up. This notice clearly mentions the age of retirement as 58 or on completion of 30 years of service, whichever is earlier. Notice dated 16th May 1969 was served on the 5 employees concerned in this reference and they were told by that notice that they would retire on 16th June 1969.

4. The union which represents the employees denies that there was any age of superannuation fixed by the manage-

ment, in any case, even assuming that it was fixed, 58 is not reasonable age for superannuation. According to the union, in the absence of any superannuation age being fixed, an employee could continue in service so long as he could discharge his duties.

5. I shall first deal with the preliminary objection that there was no demand. Shri Desai for the employers invites my attention to the failure report which is Annexure A to the written statement of the employers. Mr. Desai points out that this failure report refers to 2 letters dated 28-7-1969 and 10-2-1970 respectively, written by the union. These letters do not contain demand for reinstatement addressed to the employers, hence there is no demand, consequently there is no industrial dispute and the reference is untenable. The letter dated 28-7-1969 referred to in the failure report is at Ex. C-2. It is addressed to the Labour Commissioner, and not to the employers. This letter makes a grievance that the 5 employees in question were retrenched without paying legal dues. There is nothing to indicate that a copy of this letter was sent to the employers. Apart from the question whether it was addressed to the employers or not there is no demand for reinstatement in this letter. My attention is also invited to the letter dated 10th February 1970 which is Annexure B to the written statement, Ex. C-3. That letter also is addressed to the Labour Commissioner and not to the employers. This letter does contain demand of reinstatement, but it is not addressed to the employers, nor is there anything to show that a copy thereof was sent to the employers. It is, however, important to note that this letter refers to another prior letter dated 3rd October 1969, which is at Ex. C-7. That letter is addressed to the employers, and it clearly contains demand for reinstatement. Mr. Desai for the employers contends that the failure report does not indicate that this letter was considered by the Conciliation Officer and the State Government which made the reference. That, however, is not quite correct. The letter dated 10-2-1970 does refer to the letter dated 3rd October 1969, Ex. C-7, and, in my view there is no reason to assume that the letter dated 3rd October 1969 was not taken into account by the Conciliation Officer and by the State Government. I am, therefore, unable to accept the contention that there was no demand, hence no industrial dispute and, the reference is untenable.

6. It is further urged by Mr. Desai for the employers that even assuming that there was a demand for reinstatement, it was subsequently given up. This is clear from the letter dated 1st June 1970 written by the union to the employers Ex. C-8. This letter, Ex. C-8, does claim retrenchment compensation under the provisions of Chapter V-A of the Industrial Disputes Act. The union was asked to furnish break-up of the amount of Rs. 11,131.64 claimed by the letter, Ex. C-8. That break-up is at Ex. U-3, and from that break-up it is quite clear that the union did claim retrenchment compensation. The demand for reinstatement contained in the letter dated 3rd October 1969, Ex. C-7, cannot be said to continue in view of the demand for retrenchment compensation contained in Ex. C-8. Demand for reinstatement and demand for retrenchment compensation are wholly inconsistent with each other, they cannot co-exist.

7. Mr. Bharne for the union, however, contends that the letter dated 1st June 1970, Ex. C-8, does not create an estoppel against the union so as to preclude it from pressing the demand for reinstatement. In support of this submission, he invited my attention to the failure report. The failure report does indicate that the question of retirement was before the Conciliation Officer. Mr. Bharne is also right in contending that the contention that the demand for reinstatement was given up by subsequent demand for retrenchment compensation was not specifically raised before the Conciliation Officer. Even though the contention was not raised before the Conciliation Officer, since the question relates to the jurisdiction of the Tribunal, it can be raised before the Tribunal. The jurisdiction of the Tribunal depends on the question whether the particular industrial dispute was in existence when the State Government made the order of reference. In my view, the letter dated 1st June 1970, Ex. C-8, did clearly give up by necessary implication the demand for reinstatement raised by the letter dated 3rd October 1969, Ex. C-7.

8. It is admitted by the employers that retrenchment compensation is not paid. There is, however, nothing to indicate that the demand for reinstatement was revived after 1st June 1970. Mr. Bharne for the union point out that the failure report is dated 9-11-1972, the report indi-

cates that the question of reinstatement was before the Conciliation Officer, hence, Mr. Bharne submits there was a demand. The Conciliation Officer did undoubtedly consider the question of age of superannuation. The employers must be presumed to be aware of it. All the same, as pointed out above, the question is one of jurisdiction and unless it is shown that the demand for retrenchment compensation was given up, and demand for reinstatement was revived, it is impossible to hold that there was a demand giving rise to industrial dispute which the State Government could refer to the Tribunal. I, therefore, hold that the demand for reinstatement as indicated by the letter dated 3rd October 1969, Ex. C-7, was given up by necessary implication by the letter dated 1st June 1970, Ex. C-8, and that it was not subsequently revived.

9. I propose to deal with the merits of the demand also assuming I am wrong in holding that there was no subsisting dispute, hence the reference is untenable. I do not find any merits in the demand. It is urged on behalf of the union that the age of superannuation was not fixed. There is no evidence to show that the old management had fixed up the age of superannuation. It is, however, equally clear that the present management, when it took over the Press, took the precaution of fixing up the service conditions, including age of superannuation, and made them known to the employees. The notice in this respect is dated 20th June 1966, Ex. C-1 (Annexure H to the written statement). The relevant portion of this notice reads thus:—

“The new management of O Heraldo has framed the following rules regulating grades and certain other conditions of employment etc. which are reproduced hereunder for the information of the employees for their strict compliance.

(v) Age of retirement:—Age of retirement for the employees is on completion of 58 years of age, or completion of 30 years of service, whichever is earlier.”

Considering the contents of this notice, there is no doubt that the present management wanted to make it clear to the employees of the Press that they would be continued by the new management only on service conditions mentioned in the notice, Ex. C-1. It is true that this notice was put up before the management of the Press was actually taken over by the present management. On the evidence before me it is, in my opinion, quite clear that the employees were given the choice—whether to accept compensation as provided by Section 25FF of the I.D. Act on transfer to the new management, or whether to continue under the new management on the service conditions notified by them by Ex. C-1. It is urged by Mr. Bharne on behalf of the union that this notice was not pasted, and the employees did not know it. In this respect, the employers have led the evidence of Jose Victor Teles, Assistant Editor. His affidavit, which is treated as examination-in-chief, mentions that he was asked by the owners to display the notice, for information of the staff, regarding the service conditions on which they would be employed by the new management, and accordingly he did display the notice. Beyond the mere suggestion that the notice was not put up on the notice board, there is nothing in the cross-examination to discredit this witness. In his evidence he, however, admits that under the old management employees could be continued even upto the age of 65, provided good health and efficiency was maintained. I have carefully considered the evidence of Jose Victor Teles, and I see no reason to disbelieve it.

10. The employers have also led the evidence of Antonio Caintano Fernandes, a partner. In his affidavit, which is treated as examination-in-chief, he says/that he had asked the old management to put up the notice which was subsequently put up—Ex. C-1. Accordingly that notice was put up. I do not find anything in the cross-examination to discredit the statement of this witness that the notice, Ex. C-1, was put up. The witness claims to have himself seen that the notice was put up and I believe him.

10A. On behalf of the employees evidence of Sipriano de Almeida is led. In his affidavit, which is treated as examination-in-chief, he has overshot the mark by stating. It was clearly understood that I was to continue in employ-

ment till my death or till the time I was mentally and physically fit when the present employer took over the said Press». He further says that he never agreed for any retirement age. The employers' allegation regarding putting up notice is false. He denies the suggestion that the notice, Ex. C-1, was put up as alleged by the employers. This witness is obviously exaggerating. He has gone to the length of deposing that there was no notice board at all. In his cross-examination his birth certificate was produced, it is Ex. U-5. Sipriano admits that this is the birth certificate supplied by him to the employers. This certificate mentions his birth date as 15th May 1906. This makes it clear that when he was asked to retire, he was 63. This clearly indicates how unreasonable the demand is at least in the case of this employee. I prefer to believe the evidence led by the employers rather than the evidence of Sipriano Almeida, who has obviously given evidence exaggerating on several points.

10B. This is all the evidence relied upon by the parties before me on the question of displaying the notice, Ex. C-1. For reasons indicated above I hold that the notice Ex. C-1 was displayed.

11. It is obvious to me that the legal effect of putting up this notice was, as stated above, give the employees choice to accept compensation under Section 25FF of the I.D. Act or to continue under the new management on service conditions notified in Ex. C-1. In view of this I further hold that the present management had made it clear to the employees as far back as in June 1966 that the retirement age would be 58. It is urged that the employees never accepted this age fixed by the employers. There is no substance in this contention. As already stated, it was clearly notified to the employees that they could continue under the new management only on the service conditions mentioned in Ex. C-1. The 5 employees concerned in this reference continued from 1966 to 1969, and that would obviously indicate that they did accept the service conditions as notified by Ex. C-1. There is nothing to show that they protested against the service conditions as notified by Ex. C-1 during the period from 1966 upto 16th June 1969 when they asked to retire.

12. It is further urged relying on the Supreme Court decision in *British Paints (India) Ltd., Vs. Its workmen*, 1966 I-L.L.J.p.407, that 60 is the reasonable age of superannuation, and the employers were not justified in fixing the age of superannuation at 58. Observations on page 409 do lend some support to this contention. It is, however, important to note that by now all the 5 employees concerned in this reference are over 60. In the first place the order of reference does not require the Tribunal to determine what would be the proper age of superannuation. Since all the 5 employees in question are by now over 60, the only question for consideration is whether the management was justified in asking these employees to retire on 16th June 1969, when they were 58 or above that. As already pointed out, the employees were clearly given to understand in 1966 that their age of superannuation will be 58. Moreover, I do not think that in the age of superannuation is fixed at 58, it is wholly unreasonable, although as stated above the observations of the Supreme Court in the case of *British Paints (India) Ltd.* do indicate that the Supreme Court was favourably inclined to consider the age of retirement at 60 as reasonable. It is, however, important to note that there are other decisions of the Supreme Court in which the Supreme Court has confirmed the retirement age at 58 fixed by the Tribunal. These decisions are in the case of (i) *Banaras Electric Light & Power Co. Ltd. And Hanuman Sng.*, Vol. IX, Supreme Court Labour Judgements, p. 442, and (ii) *U.P. Electric Supply Co. Vs. T. N. Chatterjee & others*, 1972(42) F.J.R. 1. In view of all this, I do not think that there is any reason to interfere with the order of superannuation.

13. It is urged that the employees were entitled to continue on the old service conditions. In support of this contention reliance is placed on clause (b) of the proviso to Section 25FF. In my opinion, that clause does not apply to the facts of the present case. That clause merely provides that if the service conditions under the new management are the same as before,

in that case the employees concerned will not be entitled to compensation under Section 25FF. Section 25FF does not prevent a new management from having its own service conditions duly notified and accepted by the employees concerned. As already pointed out, the new management had made its offer regarding service conditions clear to the employees. For reasons stated above, I hold that this reference is untimely inasmuch as there was no demand for re-instatement consequently no industrial dispute on the date of the reference. On merits also I hold that the demand is not justified. Accordingly I reject it.

14. Award accordingly. No order as to costs.

Sd/-

M. G. CHITALE
Industrial Tribunal

By order and in the name of the Administrator of Goa,
Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.

Panaji, 15th October, 1974.

Revenue Department

Order

No. RD/COM/55/71-74-I

Read: Government Order No. RD/COM/55/71-74 dated 19-1-1974 published in the Government Gazette, Series II, No. 43, dated 24-1-1974.

Shri Manguesh Ragoba Sinal Quencro is hereby appointed as Administrator of Comunidades of Bardez on «commission of service» for a period of two years in the first instance in terms of Article 118 of the Code of Comunidades read with Article 37 of the E. F. U.

By order and in the name of the Administrator of Goa,
Daman and Diu.

N. Rajashekar, Under Secretary (Revenue).

Panaji, 31st October, 1974.

Notification

No. RD/LQN/261/72

Whereas by Government Notification No. RD/LQN/261/72 dated 28-9-72 published on page 235-239 of Series II, No. 29 of the Government Gazette, dated 19-10-72 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. Construction of Morgim Beach Road.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector North Division, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector Goa North Division, Panaji-Goa till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Pernem	Morjim	1	—	Shri Shripad Kashmath Joshi from Morjim. North: Shripad K. Joshi. South: Public road. East: Public road. West: Dhaku Gosavi and others.	136.75
2.	— do —	— do —	2	—	Shri Dhaku Gonsavi, and others from Morjim. North: Dhaku Gosavi and others. South: Public road. East: Shripad K. Joshi. West: Joaquim C. Almeida.	211.50
3.	— do —	— do —	3	—	Shri Joaquim C. Almeida from Morjim. North: Joaquim C. Almeida. South: Public road. East: Dhaku Gosavi. West: Water Nalla.	132.00
4.	— do —	— do —	4	—	Shri Rajendra V. Deshpabhu of Pernem. North: Public road. South: Rajendra V. Deshpabhu. East: Shri Morjim Devi. West: Atmaram G. P. P. Dessai and others.	44.50
5.	— do —	— do —	5	—	Shri Rajendra V. Deshpabhu of Pernem. North: Rajendra V. Deshpabhu. South: Public road. East: Water Nalla. West: Shivaji G. Dessai and others.	121.00
6.	— do —	— do —	6	—	Shri Atmaram Gopal Prabhu Parcekar Dessai, Pernem. North: Public road. South: Atmaram G. P. P. Dessai. East: Rajendra V. Deshpabhu. West: Shripad Rajendra P. P. Dessai.	300.00
7.	— do —	— do —	7	—	Shri Shivaji Govinda Parcekar Dessai from Pernem. North: Shivaji G. P. P. Dessai. South: Public road. East: Rajendra V. Deshpabhu. West: Atmaram G. P. P. Dessai and others.	184.75
8.	— do —	— do —	8	—	Shri Shripad Rajaram P. Parcekar Dessai from Pernem. North: Atmaram G. P. P. Dessai and others. East: Public road. West: Shripad R. P. Dessai and others.	329.00
9.	— do —	— do —	9	—	Shri Atmaram Gopal Prabhu Parcekar Dessai from Pernem. North: Shivaji G. P. Parcekar. South: Madhusudan J. P. P. Dessai and others. East: Shivaji G. P. Dessai and others. West: Atmaram G. P. P. Dessai.	25.50
10.	— do —	— do —	10	—	Shri Shivaji Govinda Parcekar Dessai from Pernem. North: Shripad G. P. Dessai and others. South: Rajendra V. Deshpabhu. East: Shivaji G. P. Dessai and others. West: Madhusudan J. P. P. Dessai.	162.50
11.	— do —	— do —	11	—	Shri Madhusudan Jayram P. Parcekar Dessai, Pernem. North: Atmaram G. P. Dessai. South: Water Nalla. East: Shivaji G. P. Dessai and others. West: Madhusudan J. P. P. Dessai and others.	374.25
12.	— do —	— do —	12	—	Shri Rajendra V. Deshpabhu from Pernem. North: Shivaji G. P. Dessai and others. South: Ramchandra G. Marje. East: Rajendra V. Deshpabhu. West: Antonio Jose Cardoso.	139.50
13.	— do —	— do —	13	—	Shri Antonio Jose Cardoso from Morjim. North: Water Nalla. South: Inacio D'Souza. East: Rajendra V. Deshpabhu. West: Antonio Jose Cardoso.	22.50

1	2	3	4	5	6	7
14.	Pernem	Morjim	14	—	Shri Ramchandra Govinda Marje from Morjim. North: Rajendra V. Deshpabhu. South: Ramchandra G. Morje. East: Francisco Viegas Fernandes. West: Water Nalla.	308.50
15.	— do —	— do —	15	—	Shri Inacio D'Souza, from Morjim. North: Antonio Jose Cardoso. South: Nause Mukund Maroji. East: Water Nalla. West: Inacio D'Souza.	86.75
16.	— do —	— do —	16	—	Shri Francisco Viegas Fernandes from Morjim. North: Ramchandra G. Morje. South: Joaquim Fernandes. East: Francisco Viegas Fernandes. West: Water Nalla.	134.00
17.	— do —	— do —	17	—	Shri Nauso Mukund Naroji from Morjim. North: Inacio D'Souza. South: Nauso Mukund Naroji. East: Water Nalla. West: Nauso Mukund Naroji.	192.50
18.	— do —	— do —	18	—	Shri Joaquim Fernandes from Morjim. North: Francisco Viegas Fernandes. South: Joaquim Fernandes. East: — do — West: Water Nalla.	113.00
19.	— do —	— do —	19	—	Shri Vishnum Kamat from Panaji. North: Vishnu Kamat. South: Public road. East: Nause Mukund Naroji. West: Dharma Bhicu Shet Gaonkar.	18.25
20.	— do —	— do —	20	—	Shri Vishram Dattaram Shet Gaonkar from Morjim. North: Public road. South: Vishram Dattaram Shet Gaonkar. East: Nause Mukund Naroji. West: Dharma Bhisu Shet Gaonkar.	16.25
21.	— do —	— do —	21	—	Shri Vishram Dattaram Shet Gaonkar. North: Vishram Dattaram Shet Gaonkar. South: Public road. East: Vishnum Kamat. West: Sadashiv Jairam Shet Gaonkar.	203.00
22.	— do —	— do —	22	—	Shri Sadashiv Jairam Shet Gaonkar from Morjim. North: Public road. South: Sadashiv Jairam Shet Gaonkar. East: Dharma Bhicu Shet Gaonkar. West: Ganesh Sakaram Redkar.	117.75
23.	— do —	— do —	23	—	Shri Sadashiv Jairam Shet Gaonkar from Morjim. North: Sadashiv Jairam Shet Gaonkar. South: Public road. East: Vishram Dattaram Shet Gaonkar. West: Ganesh Sakaram Redkar.	323.00
24.	— do —	— do —	24	—	Shri Ganesh Sakaram Redkar from Morjim. North: Public road. South: Ganesh Sakaram Redkar. East: Sadashiva Jairam Gaonkar. West: Anant Vithal Shet Gaonkar and others.	122.50
25.	— do —	— do —	25	—	Ganesh Sakaram Redkar from Morjim. North: Ganesh Sakaram Redkar. South: Public Road. East: Sadashiv Jairam Shet Gaonkar. West: Anant Vithal Shet Gaonkar & Others.	324.00
26.	— do —	— do —	26	—	Ghanashyam Vithal Shet Gaonkar. Rangunath Vithal Shet Gaonkar. Anant Vithal Shet Gaonkar. North: Public Road. South: Anant Vithal Shet Gaonkar. East: Ganesh Sakaram Redkar. West: Dharma Bhisu Shet Gaonkar.	444.75

1	2	3	4	5	6	7
27.	Pernem	Morjim	27	—	Ghanashyam Vithal Shet Gaonkar. Rangunath Vithal Shet Gaonkar. Anant Vithal Shet Gaonkar. North: Anant Vithal Shet Gaonkar. South: Public Road. East: Ganesh Sakharam Redkar. West: Road to Church.	90.25
28.	— do —	— do —	28	—	Dharma Bhisu Shet Gaonkar from Morjim. North: Vishwanath Hiru Naik Bandivedekar. South: Dharma Bhisu Shet Gaonkar. East: Anant Vithal Shet Gaonkar. West: Dharma Bhisu Shet Gaonkar.	40.00
29.	— do —	— do —	29	—	Ghanashyam Vithal Shet Gaonkar. Anant Vithal Shet Gaonkar. Rangunath Vithal Shetgaonkar. North: Anant Vithal Shetgaonkar. South: Public Road. East: Road to Church. West: Dina Shet C/o Vishvanath Hiru Naik Bandi- vedekar.	200.00
30.	— do —	— do —	30	—	Vishvanath Hiru Bandivedekar from Morjim. North: Jairam Naga Shet Gaonkar. South: Dharma Bhisu Shetgaonkar. East: Public Road. West: Vishvanath Hiru Naik Bandivedekar.	386.75
31.	— do —	— do —	31	—	Dinkar Shamboo Lad of Mapusa and Vishwanath Hiru Naik Bandivedekar of Morjim. North: Dina Shet C/o Vishvanath Hiru Naik Bandi- vedekar. South: Public Road. East: Anant Vithal Shet Gaonkar. West: Jairam Naga Shet Gaonkar.	67.75
32.	— do —	— do —	32	—	Shrikant Kalokhe of Britona. North: Shrikant Kalokhe. South: — do — East: Water Nalla. West: Francisco Ribeiro.	1402.00
33.	— do —	— do —	33	—	Jairam Naga Shet Gaonkar from Morjim. North: Jairam Naga Shet Gaonkar. South: Public Road. East: Dina Shet C/o Visvanath Hiru Naik Bandi- vadekar. West: Vishnu Ganesh P. Deshpabhu.	107.00
34.	— do —	— do —	33a	—	Jairam Naga Shet Gaonkar from Morjim. North: Public Road. South: Vishvanath Hiru Naik Bandivadekar. East: Public Road. West: Baba (Vishvanath Hiru Naik Bandivadekar).	103.00
35.	— do —	— do —	34	—	Vishnu Ganesh P. Deshpabhu from Morjim. North: Vishnu Ganesh P. Deshpabhu. South: — do — East: Jairam Naga Shet Gaonkar. West: Water Nalla.	840.00
36.	— do —	— do —	35	—	Francisco Ribeiro form Porvorim. North: Francisco Ribeiro. South: — do — East: Shrikant Kalokhe. West: Rama Ladu Kan Naik.	370.00
37.	— do —	— do —	36	—	Rama Ladu Kan Naik from Morjim. North: Waman M. Kan Naik. South: — do — East: Francisco Ribeiro. West: Waman Mahadev Kan Naik.	500.00
38.	— do —	— do —	36a	—	Waman Mahadev Kan Naik from Morjim. North: Waman M. Kan Naik. South: — do — East: Rama Ladu Kan Naik. West: Prabhakar S. Joshi.	180.00

1	2	3	4	5	6	7
39.	Pernem	Morjim	37	—	Prabhakar Shrinivassa Joshi from Morjim. North: Prabhakar S. Joshi. South: — do — East: Rama Ladu Kan Naik. West: Ramchandra Prabhu Dessai.	405.00
40.	— do —	— do —	38	—	Ramchandra Prabhu Dessai from Dhargal. North: Ramchandra P. Dessai. South: Public Road. East: Prabhakar S. Joshi. West: Jaganath Morjo.	93.00
41.	— do —	— do —	39	—	Shriram Rajaram Desprabhu from Morjim. North: Public Road. South: Shriram Rajaram Deshprabhu. East: Prabhakar P. Joshi. West: Jaganath Morjo.	198.75
42.	— do —	— do —	40	—	Shriram Rajaram Deshprabhu from Pernem. North: Shriram R. Deshprabhu. South: Public Road. East: Ramchandra Prabhu Dessai. West: Jaganath Morjo.	27.50
43.	— do —	— do —	41	—	Dattaram Dharma Morjo and legal heirs of Jaganath Morjo and Kusso Morjo of Morjim. North: Public Road. South: Jaganath Morjo. East: Shriram R. Deshprabhu. West: Vassant Raghunath Morjo.	66.50
44.	— do —	— do —	42	—	Dattaram Dharma Morjo and legal heirs of Jaganath Morjo and Kusso Morjo of Morjim. North: Jaganath Morjo. South: Public Road. East: Shriram R. Deshprabhu. West: Vassant R. Morjo.	97.50
45.	— do —	— do —	43	—	Rukmini Pandurang Pednekar and Vassant Raghunath Morje from Morjim. North: Public Road. South: Vassant R. Morjo. East: Jaganath Morjo. West: Antonio Francisco Mascarenhas.	126.00
46.	— do —	— do —	44	—	Rukmini Panduranga Pednekar and Vassant Raghunath Morje from Morjim. North: Vassant R. Morjo. South: Public Road. East: Jaganath Morjo. West: Antonio F. Mascarenhas.	98.75
47.	— do —	— do —	45	—	Leonora Fernandes e Mascarenhas and Antonio Francisco Mascarenha from Morjim. North: Public Road. South: Antonio F. Mascarenhas. East: Vassant Raghunath Morjo. West: Sadashiva Atmaram Morjo.	347.75
48.	— do —	— do —	46	—	Sadashiv Atmarama Morjo from Morjim. North: Antonio Francisco Mascarenhas. South: Shaba Saulo Beri. East: — do — West: Public Road.	60.50
49.	— do —	— do —	47	—	Sadashiv Atmaram Morjo from Morjim. North: Antonio F. Mascarenhas. South: Shaba Saulo Beri. East: Public Road. West: Sadashiv Atmaram Morjo.	35.00
50.	— do —	— do —	48	—	Shaba Saulo Beri from Kaisuva (Chapora). North: Antonio Francisco Mascarenhas. South: Water Nalla. East: Shaba Saulo Beri. West: Public Road.	321.50
51.	— do —	— do —	49	—	Shaba Saulo Beri from Kaisuva (Chapora). North: Sadashiv Amaram Morjo. South: Water Nalla. East: Public Road. West: Shaba Saulo Beri.	246.50

1	2	3	4	5	6	7
52.	Pernem	Morjim	50	—	Madhusudan Krishnaji Sinai Dessai from Pernem. North: Water Nalla. South: Dattaram D. Morjo. East: Madhusudan S. Dessai. West: Public Road.	1580.75
53.	— do —	— do —	51	—	Madhusudan Krishnaji Sinai Dessai from Pernem. North: Water Nalla. South: Dattaram D. Morjo. East: Public Road. West: Madhusudan K. S. Dessai.	122.00
54.	— do —	— do —	52	—	Dattaram Dharma Morjo from Morjim. North: Madhusudan K. S. Dessai. South: Vishvanath Hiru Naik Bandivadekar. East: Dattaram Dharma Morjo. West: — do —	530.00
55.	— do —	— do —	53	—	Naguesh Trivikaram Naik from Chapora. North: Dattaram D. Morjo. South: Vinayak R. Naik. East: Naguesh T. Naik. West: — do —	390.00
56.	— do —	— do —	53a	—	Shri Vinayak Ramchandra Naik and Ramakkant R. Naik, from Mapusa. North: Naguesh T. Naik. South: Nara Hari Hiru Naik. East: Vinayak R. Naik and R. R. Naik. West: — do —	444.00
57.	— do —	— do —	53b	—	Shri Nara Hari Hiru Naik from Morjim. North: Nara Hari Hiru Naik. South: — do — East: Vinayakk R. Naik. West: Government land.	3211.75 857.50
Total						18065.00

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 31st October, 1974.

Notification

No. RD/LQN/267/72

Whereas by Government Notification No. RD/LQN/267/72 dated 24-1-74, published on page 420 of Series II, No. 43 of the Official Gazette, dated 24th January, 1974, it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. M/s. Trade Wings Ltd., Panaji (formerly known as M/s. Trade Wings Private Ltd., Bombay) for construction of 3 Star Hotel at Bogmalo.

And whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A

of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, Panaji, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Mormugao	Chicalim	3	(4)69	Francisco Terezinha Faria, of Vasco da Gama.	1368.00
2.	— do —	— do —	4	(4)69	Francisco Paulo Ribeiro of Salcete.	690.00
3.	— do —	— do —	3	(6)66	Eufemiano Alvares of Gogol, Oliveira de Cruz and Lourenco Tavares.	1166.00
4.	— do —	— do —	6	(6)66	Francisco Paulo Ribeiro of Salcete.	1231.00
5.	— do —	— do —	8	(6)66	Maria Luiza Cruz e Pinto of Loutulim, Salcete.	1406.00
Total						5861.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, (Secretary (Revenue)).

Panaji, 5th November, 1974.

Local Self Government Department

Order

No. 5-8-74-LSG

Read: Government Order No. LSG/280/SW/69(iii) dated 3-2-1973.

The Government is pleased to re-constitute the following Functional Committee for the implementation of the Family and Child Welfare Project in Canacona Block:

Nominees of the State Social Welfare Advisory Board, Goa, Daman and Diu:

1. Smt. Lalita Vasant Desai, Nagorshem, Canacona — Chairman.
2. Shri Narayan Gaonkar, Khalsvadem, Canacona — Member.
3. Shri Balkrishna Prabhu Gaonkar, Loliem, Canacona — Member.
4. Smt. Milan P. Poi, Agonda, Canacona — Member.
5. Shri Zilu Munno Gaonkar, Gaodongrem, Canacona — Member.

Nominees of the Block Advisory Committee:

1. Shri Purshottam S. Naik, Shiroti, Khola, Canacona — Member.
2. Kum. Rajani B. Bhat, Partagal, Poinguinim, Canacona — Member.
3. To be nominated later on — Member.
4. To be nominated later on — Member.
5. The Block Development Officer, Canacona — Treasurer.

Other Ex-Officio Members:

1. Assistant District Educational Inspector-in-charge, Canacona.
2. Mamlatdar, Canacona.
3. Health Officer, Canacona.
4. (To be nominated later on).

2. The tenure of the above Functional Committee will be for a period of two years from the date of issue of this Order.

3. The expenditure on the project will be borne by the Government of India through the Central Social Welfare Board as per their letter No. F.30-2/60-SW dated 16-5-1969, in accordance with the budget to be approved by Central Social Welfare Board.

4. The Functional Committee should produce its accounts and all other relevant papers in respect of the grant before the Accountant General, Central Bombay for audit purpose annually.

5. The services of the Block Mukya Sevika and Gram Sevikas should be placed fully at the disposal of the Functional Committee for the implementation of the Family and Child Welfare Programme and their salaries will be continued to be paid from the Block Budget.

6. The State Social Welfare Advisory Board, Goa, Daman and Diu will be in over-all-in-charge of administration and supervision of the Project.

7. The State Social Welfare Advisory Board, Goa, Daman and Diu will have the powers to appoint the necessary staff for the project in accordance with the sanctioned strength excluding the Block Staff. The pay scales and allowances of the staff will be in accordance with the Board's rules.

8. The Rules and bye-laws for the working of the Functional Committee will be framed by the Central Social Welfare Board, New Delhi.

9. The funds for the project would be released by the Central Social Welfare Board to the State Board, who will release the funds to the Functional Committee in accordance with the procedure that will be laid down by the Board.

10. The location of the Centres and sub-centres would be selected by the State Board.

11. The Block Advisory Committee, Canacona may arrange rent free accommodation for the Centres and sub-centres of

the project with the help of Gram Panchayats and/or/Free land for building constructions.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. Rajasekhar, Under Secretary (Revenue).

Panaji, 26th October, 1974.

Order

No. 5-23-71-LSG

In exercise of the powers conferred by sub-section (1) of Section 17 of the Goa, Daman and Diu Prevention of Begging Act, 1972 (Act No. 4 of 1973) the Administrator of Goa, Daman and Diu hereby appoints the Director, Institute of Public Assistance (Provedoria da Assistencia Publica) Government of Goa, Daman and Diu as the Chief Inspector of Certified Institutions for the purposes of the said Act until further orders.

This supersedes Government Order No. 5-23-71-LSG dated 22nd April, 1974.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. Rajasekhar, Under Secretary (Revenue).

Panaji, 28th October, 1974.

Order

No. LSG-280-SW-68

Read: 1) Letter No. F. Goa/FCW-16/74-75/S.II dated 9-8-74 from State Social Welfare Advisory Board, Panaji.

2) Government Order No. LSG/280/SW/69(iv) dated 25-1-74.

The resignation tendered by Smt. S. Velgunkar from membership of the Functional Committee for Family and Child Welfare Project, Sanguem has been accepted by Government with immediate effect.

Smt. Rosy Gomes from Dabal, Sanguem is hereby appointed as a member of the said Functional Committee in place of Smt. S. Velgunkar.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. Rajasekhar, Under Secretary (Revenue).

Panaji, 1st November, 1974.

Finance Department (Revenue)

Notification

No. Fin(Rev)/2-41/Part/9/3043/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for the marathi drama «GARUD JEP» organized by Chandraleka, Bombay to be staged in Goa at the following places on dates shown against them:—

Sr. No.	Place	Date
1.	Margao	30-11-74
2.	Mapusa	1-12-74
3.	Panaji	2-12-74
4.	Canacona	3-12-74
5.	Margao	4-12-74
6.	Bicholim	5-12-74
7.	Sambhaji	6-12-74
8.	Ponda	7-12-74
9.	Sanvordem	8-12-74

2. The exemption is subject to the condition that the entire proceeds accrued from the drama without deduction of expenses are credited to the funds of Chandraleka, Bombay and are utilized for the development of marathi dramas only.

3. Shri M. H. Verencar, Chandraleka, Bombay should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as and when the same are required by her.

4. All the tickets proposed to be sold for this drama should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 29th October, 1974.

Notification

No. Fin(Rev)/2-41/Part/9/3078/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for the marathi drama «MILAN» organized by Shri Subhash Natekar, Ajinkya Theatre, Bombay, to be staged in Goa at the following places on dates and time shown against them:—

Sr. No.	Place	Date	Time
1.	Sambhaji	5-11-74	10.30 p. m.
2.	Ponda	6-11-74	10.30 p. m.
3.	Panaji	7-11-74	10.30 p. m.
4.	Bicholim	8-11-74	10.30 p. m.
5.	Margao	9-11-74	10.30 p. m.
6.	Margao	10-11-74	10.30 a. m.
7.	Mapusa	10-11-74	10.30 p. m.
8.	Sanvordem	11-11-74	10.30 p. m.

2. The exemption is subject to the condition that the entire proceeds accrued from the drama without deduction of expenses are credited to the funds of Ajinkya Theatre, Bombay, and are utilized for the development of marathi drama art only.

3. Shri Subhash Natekar, Ajinkya Theatre, Bombay, should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as and when the same are required by her.

4. All the tickets proposed to be sold for this drama should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 31st October, 1974.

Notification

No. Fin(Rev)/2-41/Part/9/3099/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for Hindi film «DOST» to be screened on 7-11-1974 at 9.30 p. m. at El-Dorado, Panaji, organised by the President of Volvoi Sports Club, Ponda.

2. The exemption is subject to the condition that the entire proceeds accrued from the film show without deduction of expenses are credited to the funds of Sports Club of Volvoi and are utilized for constructing office-cum-hall for the said Club.

3. The President of Volvoi Sports Club, should submit the accounts to the Commissioner of Entertainment Tax, Panaji, as and when the same are required by her.

4. All the tickets proposed to be sold for this film show should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 31st October, 1974.

Notification

No. Fin(Rev)/2-41/Part/9/3096/74

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa, Daman and Diu Entertainment Tax Act, 1964, Government is pleased to exempt from the payment of Entertainment Tax the tickets issued for Konkani drama «GUTACHI BATTLI» to be staged on 6-11-1974 at Goa Velha, El-Pegado's Hall organized by the Secretary, Agassaim Youth Club.

2. The exemption is subject to the condition that the entire proceeds accrued from the drama without deduction of expenses are credited to the funds of Agassaim Youth Club and are utilized for its activities only.

3. The Secretary, Agassaim Youth Club, should maintain the accounts and submit the same to the Commissioner of Entertainment Tax, Panaji, as and when the same are required by her.

4. All the tickets proposed to be sold for this drama should bear the seal of the prescribed officer or of his office.

By order and in the name of the Administrator of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 2nd November, 1974.

Corrigendum

No. Fin(Rev)/2-41/Part/9/3045/74

Read: Govt. Notification No. Fin(Rev)/2-41/Part/9/2933/74 dated 14-10-1974.

The date shown against the place Mapusa shall be read as «31-10-1974» instead of 25-10-1974 in respect of Konkani drama «Gutachi Batli».

By order and in the name of the Lt. Governor of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 30th October, 1974.

Corrigendum

No. Fin(Rev)/2-41/Part/9/3047/74

Read: Government Notification No. Fin(Rev)/2-41/Part/9/2931/74 dated 14-10-1974.

The date, mentioned in Notification No. Fin(Rev)/2-41/Part/9/2931/74 dated 14-10-1974 shall be read as «7-11-1974» instead of «22-10-1974» in respect of Konkani drama «Becarponn».

By order and in the name of the Administrator of Goa,
Daman and Diu.

S. S. Sukhthankar, Under Secretary (Finance).

Panaji, 30th October, 1974.